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9-2-1968

## Cleveland Food Industry Committee and Retail Store Employees Union, Local 880 (1968)

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## Cleveland Food Industry Committee and Retail Store Employees Union, Local 880 (1968)

### Location

Cleveland, OH

### Effective Date

9-2-1968

### Expiration Date

9-5-1971

### Employer

Cleveland Food Industry Committee

### Union

Retail Store Employees Union

### Union Local

880

### NAICS

44

### Sector

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# RETAIL STORE EMPLOYEES UNION LOCAL 880

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1968-1971 AGREEMENT

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RETAIL STORE EMPLOYEES UNION

AND

CLEVELAND FOOD INDUSTRY

COMMITTEE

~~#6775~~



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**LABOR AGREEMENT  
BETWEEN  
RETAIL STORE EMPLOYEES UNION  
LOCAL 880  
AND  
CLEVELAND FOOD INDUSTRY  
COMMITTEE**

THIS AGREEMENT is by and between the members of the CLEVELAND FOOD INDUSTRY COMMITTEE, separately and collectively, hereinafter referred to as the "Employer," and the RETAIL STORE EMPLOYEES UNION LOCAL 880, chartered by the RETAIL CLERKS INTERNATIONAL ASSOCIATION, AFL-CIO, hereinafter referred to as the "Union."

**ARTICLE I  
RECOGNITION**

*Section 1.* The Employer recognizes the Union as the sole bargaining agent for all food store employees in its retail outlets located in the Ohio counties of Ashtabula, Cuyahoga, Erie, Geauga, Huron, Lake, Lorain, and Medina, excluding meat department employees, regular clerical personnel, managers, and other supervisors (as defined in the National Labor Relations Act, as amended).

*Section 2.* There shall be no discrimination against any applicant for employment or employee because of race, color, creed, sex, or national origin.

**ARTICLE II  
UNION SECURITY AND CHECK-OFF**

*Section 1.* Each employee in the bargaining unit shall, as a condition of employment, become a member of the Union in good standing not later than the thirty-first (31st) day following the execution date of this Agreement or the thirty-first (31st) day following date of hire, whichever is later, and shall thereafter maintain such membership in good standing for the term of this Agreement.

*Section 2.* The Employer shall, for the term of this Agreement, deduct regular Union initiation fees, monthly dues, and any other Union-related uniformly assessed



expenses from the first pay of each month for those employees who have authorized such deductions by voluntarily and individually executing and submitting a written authorization (i.e., check-off form) therefor, and all funds so deducted shall be promptly remitted to the Union.

*Section 3.* The Employer will furnish the Union with a weekly list of new employees.

247-49  
400

### ARTICLE III

#### HOURS AND WORKING CONDITIONS

*Section 1.* The regular workweek for full-time employees shall consist of forty (40) hours in any five (5) days, Monday through Saturday in counties where Sunday work is not permitted. Provided, that in a holiday week the regular workweek for full-time employees shall consist of thirty-two (32) hours in any four (4) days, excluding the holiday, Monday through Saturday. Provided further, that although part-time employees have no regular workweek, as such, they shall not regularly work on more than five (5) days in an ordinary workweek and four (4) days in a holiday workweek, Monday through Saturday, unless otherwise agreed to between the Employer and the Union.

*Section 2(a).* Store operating hours in Cuyahoga County shall be as follows:

Monday through Thursday — 9:00 A.M. to 6:00 P.M.

Friday and Saturday — 8:00 A.M. to 6:00 P.M.

Provided, however, that if major competition, as defined in a Supplemental Agreement between the Employer and the Union, operates (i.e., is open for business) at times other than those specified in this Subsection, the Employer (separately or collectively) shall be free to adjust its store operating hours pursuant to the procedure set forth in said Supplemental Agreement.

*Section 2(b).* Store operating hours in the Ohio counties of Ashtabula, Erie, Geauga, Lake, and Lorain shall remain as presently constituted. Provided, however, that if major competition, as defined in a Supplemental Agreement between the Employer and the Union, operates at times other than those prevailing at the time of execution of this Agreement, the Employer (separately or collectively) shall be free to adjust its store operating hours pursuant to the procedure set forth in said Supplemental Agreement.

*Section 2(c).* Store operating hours in the Ohio counties of Huron and Medina are in no way restricted by this Agreement.

*Section 3(a).* All non-student full-time employees and non-student part-time employees who regularly work twenty-five (25) hours per week or more shall be paid time and one-half ( $1\frac{1}{2}$  times regular rate of pay) in the following instances:

1. For all hours worked in excess of forty (40) in one (1) regular workweek.
2. For all hours worked in excess of thirty-two (32) in one (1) holiday workweek.
3. For all hours worked in excess of eight (8) in one (1) day.

*Section 3(b).* All non-student part-time employees who regularly work less than twenty-five (25) hours per week shall be paid time and one-half ( $1\frac{1}{2}$ ) times regular rate of pay in the following instances:

1. For all hours worked in excess of forty (40) in one (1) regular workweek.
2. For all hours worked in excess of thirty-two (32) in one (1) holiday workweek.
3. For all hours worked in excess of eight (8) in one (1) day, Monday through Friday.
4. For all hours worked in excess of ten (10) on Saturday.

*Section 3(c).* All student employees (high school and college) shall be paid time and one-half ( $1\frac{1}{2}$  times regular rate of pay) in the following instances:

1. For all hours worked in excess of forty (40) in one (1) regular workweek.
2. For all hours worked in excess of thirty-two (32) in one (1) holiday workweek.
3. For all hours worked in excess of eight (8) in one (1) day, Monday through Thursday.
4. For all hours worked in excess of nine (9) on Friday.
5. For all hours worked in excess of ten (10) on Saturday.

*Section 4(a).* An employee shall be paid triple time (3 times regular rate of pay) for all hours worked in Cuyahoga County after 6:00 P.M. and on Sundays and legal holidays when the store is invalidly open for business under Section 2(a) of this Article. Provided, that this

provision in no way limits, restricts, or modifies the Union's right to enforce store operating hours under Section 2 of this Article, but merely adds a second subordinate remedy for the purpose of deterring violations of Section 2. Provided further, that any valid adjustments of store operating hours under Section 2(a) of this Article shall automatically result in an identical corresponding adjustment of hours in this Section, and if that occurs all hours worked in Cuyahoga County after 6:00 P.M. when the store is validly open for business shall be compensated for at time and one-half, subject to the terms of the Supplemental Agreement on major competition.

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Majority of Counties  
Section 4(b). An employee shall be paid double time (2 times regular rate of pay) for all hours worked outside Cuyahoga County after 6:00 P.M. and on Sundays and legal holidays when the store is invalidly open for business under Section 2(b) of this Article. Provided, that this provision in no way limits, restricts, or modifies the Union's right to enforce store operating hours under Section 2 of this Article, but merely adds a second subordinate remedy for the purpose of deterring violations of Section 2. Provided further, that any valid adjustments of store operating hours under Section 2(b) of this Article shall automatically result in an identical corresponding adjustment of hours in this Section, and if that occurs all additional (or newly permitted) hours worked outside Cuyahoga County after 6:00 P.M. when the store is validly open for business shall be compensated for at time and one-half, subject to the terms of the Supplemental Agreement on major competition.

Section 5. Subject to any valid adjustment of store operating hours, there shall be no work on Sunday except to protect the Employer's property in cases of extreme emergency or to remodel or revamp a store. If it is necessary for the Employer to work on Sunday for an acceptable purpose specified in this Section, the Employer must give the Union advance notice and the employees shall be paid double time for such hours worked.

Section 6(a). Within Cuyahoga County, part-time employees shall be scheduled for not less than twelve (12) hours' work per week, except those called in or scheduled only on the last workday of the week shall be scheduled for not less than six (6) hours' work or, in the alternative, receive less than six (6) hours' pay.

Section 6(b). Outside Cuyahoga County, part-time employees shall be scheduled for not less than fourteen (14) hours' work per week, except those called in or scheduled

only on Friday shall be scheduled for not less than six (6) hours' work or, in the alternative, receive less than six (6) hours' pay.

*Section 7.* Part-time employees shall be assigned available hours up to full-time status on an area-wide basis and in accordance with seniority, ability and job classification.

*Section 8.* All employees shall be given one (1) full hour for lunch, scheduled as nearly as possible in the middle of the shift, and such lunch period shall not be considered as time worked. Provided, however, that night stockers shall not receive a meal period unless authorized by the Store Manager.

*Section 9.* All employees shall be given a fifteen (15) minute rest period each morning and each afternoon.

*Section 10.* There shall no split shifts (i.e., all work time in one day shall run continuously from starting time to quitting time, except for lunch and rest periods) and no employee shall be given time off in lieu of overtime pay.

*Section 11.* An employee who reports to work on a regularly scheduled working day without previous notice not to report, or who is requested to report and does so on a day not regularly scheduled for work, shall receive a minimum of four (4) hours' work or four (4) hours' pay at the applicable hourly rate.

*Section 12.* Work schedules shall be posted on Friday for the following week, and there shall be no changes in a posted schedule except for good cause.

*Section 13.* All employees must punch a time clock or sign a time card, and such work-time records must remain in the card rack until after the employees depart for the day (including Saturday).

*Section 14.* Except in emergency situations, all employees will be given at least eight (8) hours off between work shifts.

## ARTICLE IV SENIORITY

*Section 1.* Seniority shall be defined as the length of continuous service of an employee. For a full-time employee, seniority shall be on a company-wide basis and shall be measured from the employee's last date of hire or the date of becoming a full-time employee, whichever is later. For a part-time employee, seniority shall be on a store-wide basis and shall be measured from the em-

D21-72  
01  
D31-32  
02  
employee's last date of hire. Provided, that employees working full-time on other jobs (i.e., moonlighters) shall have seniority only among themselves and, individually and collectively, shall be considered to have lower seniority than all other employees.

Section 2. All new employees shall be on probation for thirty (30) days, and the Employer shall have exclusive control over such probationary employees, including, but not limited to, the right to discipline or discharge.

Section 3. In regard to layoffs and recalls (reinstatement after layoff), an employee's seniority shall be considered along with his experience and ability to perform the available work, and if all other considerations are reasonably equal, seniority shall be the controlling factor. Provided, that notwithstanding anything to the contrary in this Article, temporary layoffs (i.e., not longer than one week) shall be on a storewide basis.

Section 4. Seniority shall be terminated or broken for the following reasons:

- D39-40  
10
- (a) Voluntary quit;
  - (b) Discharge for cause;
  - (c) Layoff exceeding twelve (12) consecutive months;
  - (d) Failure to report for work within three (3) days after receipt of a written recall notice;
  - (e) Reduction from full-time to part-time status for more than ninety (90) days (but such an employee's part-time seniority shall be measured from his last date of hire).

Section 5. In regard to promotions, the Employer has the right to make the final decision after giving due consideration to seniority.

Section 6. Part-time employees seeking full-time employment shall so notify their supervisor in writing, and such full-time assignments shall be made on the basis of seniority, availability, and ability to perform the available work. Provided, however, that a full-time employee reduced to part-time status shall have first opportunity for full-time work for ninety (90) days after the reduction.

D37-1  
2  
Section 7. Union Stewards (not more than one per store) are to be full-time employees and shall be considered to have the longest seniority in their store. Union

Stewards shall not be involuntarily transferred, except for incompetency, and there shall be no punitive transfers of Stewards.

*Section 8.* An employee promoted from the bargaining unit or transferred to another bargaining unit shall retain his seniority for six (6) months. D45-46  
03

*Section 9.* All full-time employees shall be given three (3) days' notice, or three (3) days' pay in lieu thereof, in case of permanent layoff or discharge, except when the termination is based on dishonesty, insubordination, or intoxication.

## ARTICLE V LEAVES OF ABSENCE

D23-24  
01

*Section 1.* The Employer agrees to comply with all Federal and State laws regulating the reemployment of veterans. C45-46  
88

*Section 2.* Employees compelled to participate actively in annual National Guard or Army Reserve training sessions will not be required to take their vacations during such active duty periods.

*Section 3.* Full-time married employees, and regular part-time married employees with one (1) year's seniority or more, are entitled to a six (6) month leave of absence for pregnancy, upon request. Provided, that such break in service shall not constitute a break in seniority, but, except for a prorated vacation, other contractual benefits may be terminated during the absence. An employee on pregnancy leave should notify the Employer at least two (2) weeks prior to the date she wants to return to work. D25-26  
01

*Section 4.* A full-time employee with one (1) year's seniority or more will, for good cause and upon written request, be granted a personal leave of absence without pay for a period not to exceed ninety (90) days, but in no case shall a personal leave be granted or used for the purpose of permitting an employee to try out for another job. D12-15  
01

*Section 5.* An employee appointed or elected to a Union office or as a delegate to a Union convention shall be given a leave of absence without pay for a period coinciding with the time demands of the Union position, but in no case shall a Union leave exceed one (1) year. D14-20  
01

*Section 6.* A regular full-time employee shall, upon written request supported by satisfactory medical con-

firmation, be granted a medical leave of absence without pay for illness or injury for six (6) months, and such medical leave shall be extended, upon written request supported by satisfactory medical confirmation, for five (5) successive six (6)-month periods, but in no case shall a medical leave extend beyond three (3) years.

Section 7. All leaves of absence (and any extensions thereof) must be applied for in writing, and such requests must state the reason for the leave (or extension) and the anticipated duration. The Employer will notify the Union when a leave of absence is granted. If it is found that a leave of absence is not actually being used for the purpose for which it was granted, the Employer may consider the employee to have quit or may impose disciplinary action.

**ARTICLE VI**  
**WAGES AND RELATED ITEMS**

Section 1. The minimum regular hourly rates for Heavy Duty Clerks shall be as follows:

	Effective 9-2-68*	Effective 9-1-69	Effective 9-7-70
1 to 3 mos.	\$2.55	\$2.62	\$2.69
3 to 9 mos.	2.63	2.71	2.79
9 to 18 mos.	2.77	2.86	2.95
18 to 24 mos.	2.90	3.00	3.10
Over 24 mos.	3.20½	3.40½	3.55½

Provided, that all Heavy Duty Clerks who were actively employed at the top rate (over 24 months) or more as of November 18, 1968, shall receive minimum increases of twenty-seven and one-half cents (27½¢) per hour effective September 2, 1968\*, twenty cents (20¢) per hour effective September 1, 1969, and fifteen cents (15¢) per hour effective September 7, 1970. Provided further, that all Heavy Duty Clerks who were actively employed as of November 18, 1968, and who at that time had less than twenty-four (24) months of continuous service and had not reached the top rate, shall receive a minimum increase of twenty-seven and one-half cents (27½¢) per hour effective September 2, 1968\*, and shall remain at the increased rate until properly qualifying, under the continuous-service progression requirements listed above, for the next bracket (or service) rate higher than the increased rate. Thereafter, for the term of this agreement,

such Heavy Duty Clerks, and all Heavy Duty Clerks hired after November 18, 1968, shall progress through the brackets until they reach the top rate.

*Section 2.* The minimum regular hourly rates for Cashiers and Light Duty Clerks shall be as follows:

	Effective 9-2-68*	Effective 9-1-69	Effective 9-7-70
1 to 3 mos.	\$2.40	\$2.45	\$2.50
3 to 9 mos.	2.50	2.56	2.62
9 to 18 mos.	2.65	2.72	2.79
18 to 24 mos.	2.75	2.83	2.91
Over 24 mos.	3.02	3.17	3.32

Provided, that all Cashiers and Light Duty Clerks who were actively employed at the top rate (over 24 months) or more as of November 18, 1968, shall receive minimum increases of twenty-two and one half cents ( $22\frac{1}{2}\text{¢}$ ) per hour effective September 2, 1968\*, fifteen cents (15¢) per hour effective September 1, 1969, and fifteen cents (15¢) per hour effective September 7, 1970. Provided further, that all Cashiers and Light Duty Clerks who were actively employed as of November 18, 1968, and who at that time had less than twenty-four (24) months of continuous service and had not reached the top rate, shall receive a minimum increase of twenty-two and one-half cents ( $22\frac{1}{2}\text{¢}$ ) per hour effective September 2, 1968\*, and shall remain at the increased rate until properly qualifying, under the continuous-service progression requirements listed above, for the next bracket (or service) rate higher than the increased rate. Thereafter, for the term of this Agreement, such Cashiers and Light Duty Clerks, and all Cashiers and Light Duty Clerks hired after November 18, 1968, shall progress through the brackets until they reach the top rate.

*Section 3.* Student employees are those attending any educational institution at the high school level, and those attending any educational institution at the college or university level who are hired after November 18, 1968, and all such employees shall retain their student status until September 15 immediately following final graduation, except that when such employee continues work after September 15 and is not a student his rate shall be adjusted retroactively for his time of graduation.



The minimum regular hourly rates for student employees during the term of this Agreement shall be as follows:

	Effective 9-2-68*	Effective 9-1-69	Effective 9-7-70
1 to 6 mos.	\$2.00	\$2.05	\$2.10
6 to 12 mos.	2.05	2.10	2.15
12 to 18 mos.	2.10	2.15	2.20
18 to 24 mos.	2.15	2.20	2.25
Over 24 mos.	2.20	2.30	2.40

Provided, that —

(a) All high school students who were actively employed as of November 18, 1968 shall receive a minimum increase of fifteen cents (15¢) per hour effective September 2, 1968\*. All such student employees who, after receiving the fifteen cent (15¢) increase, have a regular hourly rate of \$2.20 per hour (the top rate) or more, shall thereafter advance to \$2.30 per hour (the top rate) effective September 1, 1969 and \$2.40 per hour (the top rate) effective September 7, 1970. All such student employees who, after receiving the fifteen cent (15¢) increase, have a regular hourly rate of less than \$2.20 per hour (the top rate), shall be credited with twelve (12) months of continuous service and shall remain at the increased rate until properly qualifying, under the continuous-service requirements listed above, for the next bracket (or service) rate higher than the increased rate; thereafter, for the term of this Agreement, such student employees shall advance through the brackets until they reach the top rate.

(b) All student employees hired after November 18, 1968 shall, for the term of this Agreement, advance through the brackets until they reach the top rate.

(c) All student employees who have completed at least one year of college and who have worked for a Company at least two and one-half (2½) years shall receive a premium of twenty cents (20¢) per hour above the student employee rate which they would otherwise be paid.

*Section 4(a).* A produce department with a volume of One Thousand Dollars (\$1,000.00) or more per week must be operated by a Produce Manager.

*Section 4(b).* A Produce Manager in a self-service market is one who supervises and/or performs all of the

functions of the produce department. These functions include all planning, ordering, checking, trimming, preparing for display, displaying and selling all merchandise in the department, seeing that any merchandise carried over at closing time is properly taken care of, seeing that the department is kept in a clean, attractive condition, safe from accident hazards, and seeing that all customers are given proper service.

*Section 4(c).* Produce Managers shall receive the following minimum regular hourly rates of pay based on actual average weekly produce sales:

	Effective 9-2-68*	Effective 9-1-69	Effective 9-7-70
\$1,000 - \$2,500	\$3.73 1/2	\$3.96	\$4.16
\$2,501 & over	3.93 1/2	4.16	4.36

Provided, that all Produce Managers shall receive minimum increases of thirty-five cents (35¢) per hour effective September 2, 1968\*, twenty-two and one-half cents (22½¢) per hour effective September 1, 1969, and twenty cents (20¢) per hour effective September 7, 1970.

*Section 5(a).* An Assistant Manager in a self-service market is one who understands and supervises and/or performs or is able to perform all of the functions of the Store Manager. These functions include all ordering, receiving, checking, pricing, stocking, and displaying of all merchandise, and those duties connected with the checkout operation and the bookkeeping system.

*Section 5(b).* The minimum regular hourly rate for Assistant Managers shall be as follows:

Effective	Effective	Effective
9-2-68*	9-1-69	9-7-70
\$3.93 1/2	\$4.16	\$4.36

Provided, that all Assistant Managers shall receive minimum increases of thirty-five (35¢) per hour effective September 2, 1968\*, twenty-two and one-half cents (22½¢) per hour effective September 1, 1969, and twenty cents (20¢) per hour effective September 7, 1970.

*Section 6(a).* A self-service market normally utilizing five (5) or more check-out registers on the busiest day of the week must classify one employee as Certified Head Cashier.

*Section 6(b).* A Certified Head Cashier in a self-service market is one who supervises and/or performs all

of the functions of the check-out operation (to the satisfaction of the Employer). These functions include the proper checking out of merchandise, handling of all money, balancing of registers, and seeing to it that all employees involved in the check-out operation perform their duties properly and that all customers receive proper service. In addition, a Certified Head Cashier must be qualified to keep operating records and reports, perform such other bookkeeping or personnel functions that the Employer may assign, and supervise and/or perform any other duties requested by the Employer.

*Section 6(c).* The Minimum regular hourly rate for a Certified Head Cashier shall be as follows:

Effective 9-2-68*	Effective 9-1-69	Effective 9-7-70
\$3.27½	\$3.47½	\$3.62½

Provided, that all Certified Head Cashiers shall receive minimum increases of twenty-five cents (25¢) per hour effective September 2, 1968\*, twenty cents (20¢) per hour effective September 1, 1969, and fifteen cents (15¢) per hour effective September 7, 1970.

*Section 7.* An employee classified as a Cashier who regularly performs the duties of a Certified Head Cashier sixteen (16) hours per week or more shall be classified as an Assistant Head Cashier and receive a premium of ten cents (10¢) per hour (to be added to the regular hourly Cashier rate). The Assistant Head Cashier may work sixteen (16) hours per week as a Cashier (i.e., on the register) without regard to seniority, but all hours worked as a Cashier in excess of sixteen (16) per week shall be in accordance with seniority under the available hours provision.

*Section 8(a).* An employee classified as Porter shall perform only custodial-type duties (i.e., building service and maintenance) and is strictly prohibited from performing those duties usually performed by Clerks, except in response to a bona fide emergency.

*Section 8(b).* The regular hourly rates for Porters shall be as follows:

	Effective 9-2-68*	Effective 9-1-69	Effective 9-7-70
1 to 12 mos.	\$2.00	\$2.15	\$2.25
12 to 24 mos.	2.10	2.25	2.35
Over 24 mos.	\$2.20	2.35	2.45

Provided, that all Porters who were employed as of November 18, 1968 shall receive a minimum increase of twenty-seven and one-half cents ( $27\frac{1}{2}\text{¢}$ ) per hour effective September 2, 1968\*. All such Porters who, after receiving the twenty-seven and one-half cent ( $27\frac{1}{2}\text{¢}$ ) increase, have a regular hourly rate of \$2.20 per hour (the top rate) or more, shall thereafter advance to \$2.35 per hour (the top rate) effective September 1, 1969 and \$2.45 per hour (the top rate) effective September 7, 1970. All such Porters who, after receiving the twenty-seven and one-half cent ( $27\frac{1}{2}\text{¢}$ ) increase, have a regular hourly rate of less than \$2.20 per hour (the top rate) shall remain at the increased rate until properly qualifying, under the continuous-service progression requirements listed above for the next bracket (or service) rate higher than the increased rate. Thereafter, for the term of this Agreement, such Porters, and all Porters hired after November 18, 1968, shall advance through the brackets until they reach the top rate.

*Section 9.* All non-student employees in the same classification shall be paid the same regular hourly rate, but for purposes of placement and/or progress under the wage progression brackets (or schedules) in Sections 1 and 2 of this Article, the rate is to be determined by the number of accumulated actual hours of work as follows: forty (40) hours constitute a week and four and one-third ( $4\frac{1}{3}$ ) weeks constitute a month.

*Section 10.* When a Produce Manager's job is vacant for one (1) week, an employee must be assigned to such vacant position and paid the appropriate rate until the job vacancy is filled through the selection of a regular Produce Manager.

*Section 11.* An employee working between store closing and 6:00 A.M. shall receive a premium of ten cents ( $10\text{¢}$ ) per hour, unless the employee is on overtime. Provided, that this Section shall not apply to employees regularly scheduled to work after store closing (not to exceed one-half ( $\frac{1}{2}$ ) hour) to facilitate the service of customers and general clean-up of the store. Provided further, that an employee designated as Lead Man, in charge of work to be performed during hours when the store is not open for business, shall receive a premium of twenty cents ( $20\text{¢}$ ) per hour.

*Section 12.* No employee shall be paid less than the rates specified in this Agreement or suffer a reduction in pay as a result of this Agreement.

*Section 13.* The Union shall have full authority to effect the discipline of any employee working below

conditions set forth in this Agreement, including working off-the-clock.

*Section 14.* A new employee, full-time or part-time, who has had previous industry experience and is a member of the Retail Clerks International Association shall be given credit for such previous industry service, regardless of employer, and the starting rate of pay shall be adjusted accordingly. Provided, that if a new full-time employee has not worked in the industry for seven (7) years or a new part-time employee for five (5) years, previous experience shall not be recognized.

*Section 15.* An employee who has worked part-time and is elevated to full-time status shall be given credit for actual hours of part-time service in determining the starting rate for full-time work.

*Section 16.* Nothing herein shall preclude the Employer from granting, in its sole discretion or in cooperation with the Union, individual merit increases to any employee covered by this Agreement, so long as the Employer promptly notifies the Union of the amount and effective date of each such increase.

*Section 17.* Effective January 1, 1969, when an Assistant Manager substitutes for a Store Manager who is on vacation, the Assistant Manager shall receive as a minimum weekly wage either his regular forty (40) hour straight-time rate plus an additional \$35.00 or the Store Manager's weekly salary, whichever is lower.

*Section 18.* Unscheduled overtime premium pay hours shall be offered first to available on-the-job regular full-time employees who are qualified to perform such work if the Employer is unable to have such work performed by other employees (full-time or part-time) who under this Agreement would be working at their regular straight-time hourly rate(s). Provided, that if the Employer mistakenly assigns overtime premium pay hours to a part-time employee rather than an available on-the-job qualified regular full-time employee, the Employer can correct this mistake without additional penalty or cost by offering that full-time employee the equivalent number of overtime premium pay hours within one (1) week after notification of the mistake.

## ARTICLE VII HOLIDAYS

*Section 1.* The following days are recognized as holidays:

New Year's Day

Thanksgiving Day

Decoration Day

Christmas Day

Independence Day  
(Fourth of July)

Employee's Birthday

Labor Day

Eighth Holiday

A. The Eighth Holiday shall be given to each eligible employee between January 1 and April 30, the date thereof to be set at the discretion of the Employer, and to be eligible for the Eighth Holiday an employee must be on the payroll before January 1 and must complete his probationary period. If an eligible employee terminates his employment (for any reason) between January 1 and April 30 before receiving his Eighth Holiday, he shall be paid for such holiday.

B. The Birthday Holiday shall be scheduled on the Monday following the employee's birthday, or if that Monday is the employee's regular day off or any other recognized holiday, the following Tuesday.

*Section 2(a).* There shall be no work on any of the recognized legal holidays (or days legally celebrated in lieu thereof), except in case of emergency, and each full-time employee shall receive eight (8) hours' straight-time pay for each of the above holidays.

*Section 2(b).* There shall be no work on any of the recognized legal holidays (or days legally celebrated in lieu thereof), except in case of emergency, and each eligible part-time employee shall receive prorata holiday pay as follows:

<i>Weekly Work</i>	<i>Straight-time</i>
12-15 hours	3 hours' pay
16-19 hours	4 hours' pay
20-23 hours	5 hours' pay
24-28 hours	6 hours' pay
29-31 hours	7 hours' pay
32 hours and over	8 hours' pay

*Section 2(c).* An employee (full-time or part-time) is eligible for holiday pay if the following conditions are satisfied:

1. Must be a regular (non-probationary) employee; and

2. Must work all scheduled hours in the holiday work-week, unless absent a part thereof because of illness or injury, which must be verified, at the Employer's request, by a physician's certificate. Provided, that under no circumstances shall an employee be entitled to receive holiday pay if the employee performs no work during the holiday workweek, regardless of the cause of the absence.

*Section 3.* If a recognized holiday falls within an employee's vacation period, the employee shall be given an additional day off with pay.

## ARTICLE VIII VACATIONS

*Section 1.* The Employer shall grant vacations with pay to all regular full-time employees as follows:

1330-10  
To all employees with one (1) year's continuous full-time service with a Company (but less than three (3) years) One (1) Week/40 hours' pay

1334-20  
To all employees with three (3) years' continuous full-time service with a Company (but less than eight (8) years) Two (2) Weeks/80 hours' pay

1338-30  
To all employees with eight (8) years' continuous full-time service with a Company (but less than fifteen (15) years) Three (3) Weeks/120 hours' pay

1342-40  
To all employees with fifteen (15) years' continuous full-time service with a Company (but less than twenty-five (25) years) Four (4) Weeks/160 hours' pay  
(effective January 1, 1969)

1346-50  
To all employees with twenty-five (25) years' or more continuous full-time service with a Company Five (5) Weeks/200 hours' pay

*Section 2.* An employee becomes eligible for vacation pay on his anniversary date, but after an employee completes one full year of service, he may thereafter take his vacation with pay after January 1 of each year so

long as he actually performs some work after January 1 before taking his vacation. Provided, that if an employee is terminated prior to taking his vacation, he shall receive his vacation pay only if he has passed his anniversary date.

*Section 3.* A regular full-time employee shall receive forty (40) hours of pay at his regular straight-time rate for each week of earned vacation. Provided, however, that an employee's vacation and vacation pay shall be reduced by one-sixth ( $1/6$ ) for each forty-four (44) working days of absence during the preceding calendar year (or, in the case of new employees, during their anniversary year).

*Section 4.* Part-time employees and employees with mixed full-time and part-time service shall be granted vacations on the same schedule as full-time employees, except that their vacation pay shall be based on the average weekly hours paid during the vacation year (i.e., total number of hours paid from anniversary date to anniversary date divided by 52).

*Section 5.* Unless the Employer, the Union, and an employee otherwise agree, vacations are not accumulative beyond December 31 of each year (i.e., they must be taken in the calendar year when earned). Vacation pay shall be paid in advance of an employee's vacation.

*Section 6.* If a contractually recognized holiday falls within an employee's scheduled vacation period, the employee shall receive an additional day off with pay.

*Section 7.* The Employer shall reasonably determine the number of employees within each job classification within each store that can be on vacation at any one time, and employees shall then have vacation selection preference in accordance with seniority.

## ARTICLE IX JURY DUTY PAY

A full-time employee serving on jury duty shall be compensated by the Employer for the difference between regular pay and jury duty pay for absences from scheduled working hours necessarily caused by the jury duty. Furthermore, jury duty pay shall be subject to the following conditions:

- A. An employee shall receive jury duty pay when he is on jury duty on his regularly scheduled day(s)



off, but such jury duty service shall not be considered as hours worked.

- B. An employee must report for work on any scheduled working day that he is released from jury duty the day before or the morning of the scheduled working day.
- C. An employee must present the Employer with an official voucher showing the amount of jury pay received.
- D. An employee shall receive no jury duty pay when he is on Federal Grand Jury Service in excess of sixty (60) days.
- E. If a full-time employee is on jury duty, the Employer shall have the option of either scheduling the employee for work on Saturday or altering the employee's schedule so that he will not be scheduled to work on Saturday. If the Employer elects to schedule the employee for work on Saturday, the employee then has the option of not working the Saturday so long as he notifies the Employer of his preference by the preceding Thursday.

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## ARTICLE X FUNERAL LEAVE/PAY

*Section 1.* In the event of the death of a regular full-time employee's spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, or any other relative residing with the employee, the employee shall be allowed a maximum of three (3) days' leave with pay. Provided, that—

- (a) if the funeral is two hundred (200) miles or more from the employee's home, an additional day of leave with pay shall be allowed;
- (b) no employee shall be paid more than a full week's pay because of a funeral leave, and an employee must attend the funeral or devote time to same to be eligible for funeral leave (or pay).

*Section 2.* In the event of the death of a part-time employee's spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, or any other relative residing with the employee, the employee shall be granted a leave of absence on the day of the funeral and shall be paid for all hours which he was scheduled to work on that day if the employee attends the funeral.

## ARTICLE XI

### HEALTH & WELFARE

*Section 1.* The operative Health & Welfare Benefit Trust Fund, established in conformity with the laws of the State of Ohio and the Federal Government, and determined to be tax exempt under Section 501(c)(9) of the Internal Revenue Code, shall be continued and administered by the Trustees in accordance with the terms and conditions of the applicable documents and laws. Provided, that neither the Trustees nor any other party shall do anything, officially or unofficially, directly or indirectly, that will result in employer contributions to the Fund being construed as wages under the Fair Labor Standards Act or any other Federal law or being considered by any taxing authority as wages upon which withholding tax should be deducted or Social Security contributions made.

*Section 2.* Employer contributions to the Fund shall be as follows:

- (a) Effective September 2, 1968—  
\$30.00 per month for each employee regularly working twenty-five (25) hours per week or more;
- (b) Effective September 2, 1968—  
\$10.83 per month for each non-student employee regularly working twelve (12) hours per week or more (but less than twenty-five (25) hours) and each college student employee working sixteen (16) hours per week or more (but less than twenty-five (25) hours);
- (c) Effective January 1, 1970—  
\$31.00 per month for each employee regularly working twenty-five (25) hours per week or more;
- (d) Effective January 1, 1971—  
\$32.00 per month for each employee regularly working twenty-five (25) hours per week or more.

An employee's status on the first day of the month is determinative of his eligibility for Health and Welfare coverage, but the monthly contribution is not due until the first day of the following month (i.e., each month's contribution to the Fund shall be based on and accurately reflect the payroll records of the first day of the preceding month). On the first day of each month the Employer shall forward to the Fund a list of the eligible employees (as determined from payroll records of the first day of the preceding month) with payment to cover all such employees. Provided, that high school student employees and seasonal summer and holiday-period employees are not entitled to any Health and Welfare cov-

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erage or contribution. Provided further, that a part-time employee whose hours are temporarily inflated due to summer working schedules shall retain his (or her) former Health and Welfare status, regardless of actual hours worked during the summer months.

*Section 3.* Once an employee has full Health and Welfare coverage, if his (or her) average weekly work hours are involuntarily reduced below twenty-five (25), he shall retain full coverage, with proper monthly contributions by the Employer, for six (6) months.

*Section 4.* Each Company must promptly notify the Fund of all employee coverage adjustments (e.g., termination; reduction from full-time to part-time coverage) and failure to comply with this notice requirement subjects that Company to responsibility for the cost of unpaid monthly contributions.

*Section 5.* For purposes of this Article, hours paid shall be considered as hours worked unless otherwise agreed to by the Employer and the Union.

*Section 6.* The Union has the right to assist the Fund's Trustees and administrative staff in the collection of delinquent monthly contributions, and, notwithstanding anything to the contrary in this Agreement, if a delinquency is not satisfied within one (1) week after the delinquent Company receives formal written notice from the Trustees, the Union shall have the right to strike that Company until full payment is made.

*Section 7.* The Employer shall continue to make Health and Welfare contributions for a maximum period of six (6) months for those employees who are absent because of health reasons and are receiving benefits under this Article or workmen's compensation. Provided, however, that this Section shall not apply to those employees on pregnancy leave of absence.

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## ARTICLE XII PENSIONS

*Section 1.* The Employer agrees to participate in and contribute to the jointly administered Retail Store Employees Union Local 880—Retail Food Pension Trust Fund and does hereby join in, adopt, and accept the Agreement and Declaration of Trust of such Fund. Provided, that the Fund shall, in every respect, have and maintain approval of the Treasury Department and all other government authorities having jurisdiction thereof, and at no time

shall the Employer be obligated to make any contributions to the Fund which are not deductible from gross income for Federal Income Tax purposes.

*Section 2.* Employer contributions to the Fund, to be made in the first week of each month, shall be as follows:

- (a) Effective September 2, 1968—  
Eight cents (8¢) per hour for all hours worked by employees in the bargaining unit during the preceding month;
- (b) Effective January 1, 1969—  
Nine cents (9¢) per hour for all hours worked by employees in the bargaining unit during the preceding month;
- (c) Effective January 1, 1971—  
Ten cents (10¢) per hour for all hours worked by employees in the bargaining unit during the preceding month.

Provided, however, that there shall be a maximum weekly contribution limit of forty (40) hours per employee (i.e., no pension contribution is owed on those hours worked by an employee in excess of forty (40) in one workweek).

*Section 3.* As of the date the Employer initially commenced payments into this Pension Fund, the employees covered by this Agreement automatically ceased to participate in other Company retirement programs then in effect. Furthermore, the Union, as the bargaining agent for such employees, agreed on behalf of them to withdraw from, surrender, release, and relinquish whatever rights, privileges, and benefits they had under the aforesaid Company retirement programs as of January 3, 1966, and from that date forward the Pension Fund shall be solely responsible for the retirement benefits for all employees covered by this Agreement.

*Section 4.* The Union has the right to assist the Fund's Trustees and administrative staff in the collection of delinquent monthly contributions, and, notwithstanding anything to the contrary in this Agreement, if a delinquency is not satisfied within one (1) week after the delinquent Company receives formal written notice from the Trustees, the Union shall have the right to strike that Company until full payment is made.

## ARTICLE XIII GENERAL CONDITIONS

*Section 1.* Union store cards or decals are to be posted in the store.

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*Section 2.* Employee uniforms or aprons required by the Employer shall be furnished and laundered by the Employer.

*Section 3.* Lockers may be locked by employees but must be opened if requested by the Store Manager.

*Section 4.* In cases of temporary transfers for the benefit of the Employer which involve additional transportation costs, the employee shall be reimbursed for the additional expense at public transportation rates.

*Section 5.* There shall be no stocking of shelves or handling of stock by any outside salesmen or deliverymen except for baby foods, bakery products, drug products, and candy products. Provided, however, that this prohibition shall not apply to the opening of a new or remodeled store, and, in addition, during the opening of a new or remodeled store, outside salesmen or deliverymen may not perform bagging work unless the store's regular employees are unable to perform all such work.

*Section 6.* Certified Head Cashiers shall perform all work on the premises of the Employer and in no event shall take books, records, monies, or properties of the Employer outside of the store to complete or catch up on their work.

## ARTICLE XIV GRIEVANCE PROCEDURE

*Section 1.* The Employer recognizes the right of the Union to select one Steward at each store to represent the employees on all grievances concerning the interpretation or application of this Agreement.

*Section 2.* All grievances concerning the interpretation or application of this Agreement shall be settled in strict accordance with the procedure set forth in this Article, and, except as otherwise specifically provided in this Agreement, this procedure is the sole and exclusive method of disposing of such grievances:

### Step 1 —

The grievance must be filed within two (2) weeks of the grievance incident and immediately thereafter a meeting will be held among the aggrieved employee(s), the Steward (or other Union official), and the Store Manager (or other Employer official). Provided, that in all cases not involving discharge or suspension, the Step 1 two-week time limitation shall not run during any period when the aggrieved employee is not actually working (e.g., vacation or illness).

## Step 2 —

If the grievance is not satisfactorily settled in Step 1, it shall be reduced to writing and submitted to an appropriate management official within two (2) weeks of the Step 1 answer. Upon receipt, the Employer shall issue a written answer within one (1) week.

## Step 3 —

If the grievance is not satisfactorily settled in Step 2, the Union has two (2) weeks from receipt of the Step 2 answer to submit a written appeal to an appropriate management administrative official. Within one (1) week thereafter, a meeting shall be held between Employer and Union officials and a final written answer issued within one (1) week of the meeting. Provided, that the parties may agree to hold additional Step 3 meetings without loss of rights under this Article.

## Step 4 —

If the grievance is not satisfactorily settled in Step 3, the Union has four (4) weeks from the date of the last Step 3 meeting to refer the matter to arbitration. Upon written notice of the Union's intent to arbitrate a grievance, the parties shall each designate a representative, and the two representatives shall attempt to agree upon an impartial arbitrator. If the designated representatives are unable to reach agreement within one (1) week, the Union may request the Federal Mediation & Conciliation Service to submit a panel of seven (7) arbitrators, and the arbitrator shall be selected in accordance with the Service's then-applicable rules.

*Section 3.* In the event a grievance goes to arbitration, this Agreement shall be the basis on which the arbitrator's decision is rendered, and in reaching his decision the arbitrator shall have no authority to amend, modify, or in any way change its terms.

*Section 4.* Expenses and fees of the arbitrator shall be shared equally by the Employer and the Union.

*Section 5.* The procedure set forth in this Article shall be the exclusive method of redressing grievances between the parties, and decisions of arbitrators and settlements reached by the Employer and the Union in any step of the grievance procedure shall be final and binding on the Union, the Employer, and the employees. It is clearly understood that at any stage in this grievance procedure the Executive Board of the Union has the final authority,

in its representative capacity for the aggrieved employee(s), to decline to process a grievance further if, after a reasonable and fair exercise of the Board's judgment, it is concluded that a grievance (1) lacks merit or justification under the terms of this Agreement or (2) has been settled or adjusted in a fair and equitable manner, consistent with the terms and spirit of this Agreement and the underlying continuing relationship of the parties.

*Section 6.* The time limits imposed by this Article shall be considered as binding. Failure of the Union to comply with any of them shall constitute a waiver of the right to process the grievance to arbitration, and failure of the Employer shall constitute an acceptance of the last Union settlement offer. Provided, that, notwithstanding anything to the contrary in this Article, any grievance involving a claim for compensation may be retroactive for a period not to exceed thirty (30) days prior to the date the grievance was first filed in writing, and if the circumstances of the case made it impossible for the employee to know that he had grounds for such a claim, the retroactivity may be to the date on which the alleged liability was incurred.

## **ARTICLE XV INDUSTRY-UNION STANDING COMMITTEE**

*Section 1.* An Industry-Union Standing Committee shall be created for the purpose of considering and dealing fairly and effectively with the subjects listed in Section 2 of this Article. The Standing Committee shall consist of three (3) Union members, selected solely by the Union, and three (3) Industry members, selected solely by the Cleveland Food Industry Committee. The Standing Committee shall function as a special intermediate method of dealing with disputes within the Standing Committee's jurisdiction which must first originate and be processed through the contractual grievance procedure but which, after completion of Step 3, may be submitted to the Standing Committee (by either the Company or the Union) before being submitted to arbitration under Step 4. In the event that the Standing Committee is unable to reach a decision on any dispute brought before it, the Union may then proceed to arbitration under Step 4 of the procedure (with the Step 4 time limit commencing on the date of the Standing Committee meeting).

*Section 2.* The administrative rules and regulations and guidelines of the Standing Committee shall be formulated initially by the Union and the CFIC and thereafter may be revised only by mutual agreement between the Union and the Cleveland Food Industry Committee or be-

tween the Union President and the Cleveland Food Industry Committee Chairman. Once formed, the Standing Committee shall have adequate authority to deal flexibly and effectively with the problems that are within the jurisdiction of the Standing Committee, and any decision that is supported by at least two (2) Union members and two (2) Industry members shall be final and binding on the Union, the involved Company (whether or not affiliated with the Cleveland Food Industry Committee), and the involved employee(s).

*Section 3.* The Standing Committee shall have jurisdiction over the following general subjects:

- (a) Store operating hours.
- (b) Working off the clock.
- (c) Abuse of time clock and/or sign out increments at quitting time.
- (d) Failure to give and/or take breaks.
- (e) Abuse of Sunday work rights.
- (f) Abuse of Porter classification.
- (g) Abuse of outside salesmen and deliverymen rights.
- (h) All ancillary agreements between the Employer and the Union which are not included in the text of the Labor Agreement.
- (i) Any other subjects mutually agreed to by the Union and the Cleveland Food Industry Committee.

*Section 4.* The Standing Committee shall be a separate and completely independent method of problem solving which has no relationship or relevance, direct or indirect, to the regular administration of grievances through the grievance procedure (including arbitration). Therefore, the rules and regulations and decisions of the Standing Committee shall not be considered as amendments or supplements to the Labor Agreement and shall not be considered as a precedent or in any way relevant to the consideration or arbitration of any dispute under Steps 1 through 4 of the grievance procedure.

## ARTICLE XVI MANAGEMENT RIGHTS

In addition to the management rights specified elsewhere in the Agreement, the management of the business



and the direction of the working forces, including, but not limited to, the right to plan, direct, and control store operations; to establish merchandising and pricing policies; to hire, suspend, or discharge for proper cause; to assign and allocate work; to transfer employees because of lack of work or for other legitimate reasons; to study or introduce new or improved methods or facilities; to establish and maintain reasonable rules and regulations covering the operation of the store; and to carry out the ordinary and customary functions of management, are vested exclusively in the Employer, subject only to the provisions of this Agreement, and, further, that no Employer will exercise such rights in an arbitrary or capricious manner.

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## **ARTICLE XVII NO STRIKE/NO LOCKOUT**

*Section 1.* The Union agrees that during the term of this Agreement there shall be no strikes, picketing, or other interference with operations, and the Employer agrees that for the same period there shall be no lockouts. Provided, however, that if there are repeated violations of Article III, Section 2 (store operating hours) and if such violations continue after discussion between the Union and the Employer, the prohibitions in this Section are suspended until the dispute is resolved.

*Section 2.* The Union agrees that the employees will not refuse to cross a picket line of another union until the line has been duly sanctioned by the Cleveland Federation of Labor and the Cleveland Food Council and the matter has been discussed with the Employer.

## **ARTICLE XVIII TERMINATION**

*Section 1.* This Agreement represents a complete and final understanding on all bargainable issues between the Employer and the Union, and it shall be effective as of September 2, 1968\*, and remain in full force and effect until September 5, 1971, and thereafter from year to year unless sixty (60) days prior to said expiration date, or any anniversary date thereof, either party gives timely written notice to the other of an intent to terminate or modify any or all of the provisions. Provided, that the regular hourly rates of pay negotiated for the first year of the Agreement are to be retroactive to September 2, 1968, unless otherwise specified.

*Section 2.* The provisions of this Agreement are hereby declared to be separable, and if a tribunal of last resort adjudges any provision to be in conflict with any law, such decision shall not affect the validity or the effectiveness of the others, and the parties shall meet within thirty (30) days to re-negotiate an agreement on the invalidated provision(s).

*Section 3.* This Agreement shall be equally binding on the Employer, separately and collectively, and its successors and assigns, and the Union will not enter into a more favorable agreement with any other employer without first offering the more favorable terms to, or, in the alternative, reaching another mutually acceptable understanding with, the Employer herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 20th day of February, 1969.

RETAIL STORE EMPLOYEES UNION  
LOCAL 880, chartered by the  
RETAIL CLERKS INTERNATIONAL  
ASSOCIATION, AFL-CIO

By DAVID McDONALD  
President

And JOSEPH MADZELONKA  
Secretary-Treasurer

CLEVELAND FOOD INDUSTRY COMMITTEE

By ROBERT P. DUVIN  
Chairman

On behalf of the following companies, employer associations, and organizations:

THE ASSOCIATION OF STOP-N-SHOP  
SUPERMARKETS

Approved by CHARLES A. RINI  
Secretary

CLEVELAND FOOD DEALERS ASSOCIATION

Approved by FRANK F. HEISER  
Executive Director

FISHER FOODS, INC.

Approved by JOHN FAZIO  
President

And FRANK R. McDONALD  
Director of Industrial Relations

THE GREAT ATLANTIC & PACIFIC  
TEA COMPANY, INC.

Approved by DONALD C. AVERY  
Operating Superintendent

HEINEN'S, INC.

Approved by J. J. HEINEN  
Vice President

THE KROGER CO.

Approved by W. R. BEDELL  
Labor Relations Representative

And B. R. RUBLE  
Personnel Director

PICK-N-PAY SUPERMARKETS,  
A DIVISION OF COOK COFFEE COMPANY

Approved by MORTON R. MENDES  
Director of Personnel and Labor  
Relations

\*October 6, 1968 in the case of The Great Atlantic &  
Pacific Tea Company, Inc.

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**For Additional Copies Write or Call**

**Retail Store Employees Union Local 880**

**2828 Euclid Avenue • Cleveland, Ohio-44115**

**PHONE: 241-5930**

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